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June 22, 2012

Trademark Trial & Appeal Board  
U.S. Patent & Trademark Office  
Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

Re: Relinquishment of Extension of Time to Oppose U.S. Application Serial  
No. 85/289,575 for CALIFORNIA SURFER GIRL (CL 25), owned by  
Jim Petralia (Our Ref: SUR05 007)

Dear Sir/Madam:

We represent Surfer Girl International Pty Ltd and Stephen John Palmer. Both of our clients took extensions of time to oppose the above application. Pursuant to TMEP 217, we are writing to request Relinquishment of Extension on behalf of both.

Stephen John Palmer, who recorded assignment of his registration No. 1,996,749 for SURF GIRL AUSTRALIA SG and design to Surfer Girl International Pty Ltd on April 24, 2012, will not oppose the above application.

By agreement dated May 29, 2012 (copy attached), Surfer Girl International Pty agreed unconditionally in writing not to oppose the above application, and will not oppose that application, and hereby requests that the Board immediately forward that application for issuance of a Notice of Allowance, cf. TBMP Section 212.06.

A copy of this letter and the attachments hereto has been served on Applicant Jim Petralia through his counsel of record Nathan C. Benjamin, as shown in the attached Certificate of Service.

Respectfully submitted,



Rose Auslander

RA:pf

Enclosure

cc: Nathan C. Benjamin, Esq. (w/ enclosure)  
Scott M. Sisun, Esq.

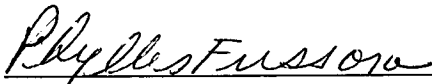


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06-25-2012

### **Certificate of Service**

I hereby certify that a true and correct copy of the letter dated June 22, 2012 and the Letter Agreement dated May 29, 2012 have been served on Applicant's attorney via electronic mail on June 22, 2012 to Nathan C. Benjamin, Esq. (nathan@baskingrant.com), B & G LLP, 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062.

  
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Phyllis Frissora

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May 29, 2012

**For Settlement Purposes**

**VIA E-mail: Nathan@baskingrant.com**

Nathan C. Benjamin, Esq.  
B & G LLP  
331 Soquel Avenue, Suite 100  
Santa Cruz, CA 95062

Re: Co-Existence Agreement re SURF/SURFER (Our Ref: SUR05 007)

Dear Mr. Benjamin:

We are writing further to the co-existence discussions in our correspondence of May 4 and 14, 2012, in light of your client's U.S. Application Serial No. 85/289,575 for CALIFORNIA SURFER GIRL, Class 25, and my client's ownership of the following U.S. registrations/applications (and a number of foreign applications and registrations):

U.S. Registration No. 1,996,749 for SURF GIRL AUSTRALIA SG and design, Class 25;  
U.S. Registration No. 3,312,739 for SUMMER THE SURF GIRL, Classes 9, 16, 21, 25, 28;  
U.S. Application Serial No. 85/529,806 for SURFER GIRL and design, Classes 9, 16, 24, 25, 28;  
U.S. Application Serial No. 85/529,830 for design, Classes 9, 16, 24, 25, 28.

Therefore, in consideration of the mutual undertakings herein, the receipt and sufficiency of which are hereby acknowledged, by this Letter Agreement, Surfer Girl International Pty Ltd, a proprietary limited company of Australia ("SGI" or "our client"), and Jim Petralia, an individual residing at 380 St. Andrews Drive, Aptos, CA 95003 ("Petralia" or "your client") (each individually a "Party" and collectively the "Parties"), hereby agree as follows, effective throughout the United States, Canada, and Mexico (the "Territory") as of May 30, 2012 (the "Effective Date"):

1. SGI agrees that it will not directly or indirectly use or apply for CALIFORNIA (or any confusingly similar terms or abbreviations thereof) as a mark, business or domain name, or social media identifier in connection with SURFER GIRL or SURF GIRL.
2. Petralia agrees that he not directly or indirectly use or apply for the terms SUMMER or AUSTRALIA (or any confusingly similar terms or abbreviations thereof) as a mark, business or domain name, or social media identifier in connection with SURFER GIRL or SURF GIRL, which he will only use or apply for in connection with CALIFORNIA.

3. Petralia agrees that he will not directly or indirectly use or apply for trademark or copyright protection of any design featuring a girl's head, or pigtails on a girl, or any logo confusingly similar to either of those applied for by our client under U.S. Application Serial Nos. 85/529,806 and 85/529,830.

4. SGI recognizes Petralia's rights to CALIFORNIA SURFER GIRL, and agrees that it will not directly or indirectly object to or interfere with Petralia's U.S. Application Serial No. 85/289,575 for CALIFORNIA SURFER GIRL.

5. Petralia recognizes SGI's rights to SURFER GIRL, SUMMER THE SURF GIRL, SURF GIRL AUSTRALIA SG and design, and the above logos, and agrees that he will not directly or indirectly object to or interfere with SGI's pending applications and existing registrations identified above.

6. Both parties agree to cooperate with the other for registration in the Territory by providing to the other party, on request, written consent reasonable and necessary to obtain any trademark or service mark registration consistent with the terms of the agreement.

7. All rights not expressly granted herein by the Parties are hereby reserved. The Parties expressly reserve their rights to object to any use or registration of any trade names, marks, logos, designs or other indicia that do not comply with the terms of this Letter Agreement. Any failure by a Party to object to any such use will not constitute a waiver of that Party's rights hereunder.

8. If, notwithstanding the expectations of the Parties that there shall be no likelihood of confusion provided that both Parties comply with Paragraph 1 of this Letter Agreement, if either Party learns of actual confusion due to the use of names and marks permitted by this Letter Agreement, the Parties undertake to work together to avoid the recurrence of such confusion. This Letter Agreement shall continue in full force and effect until either Party's trademark right becomes invalid, commencing from and including the Effective Date.

**This Agreement shall become effective as of the Effective Date, Subject to the Standard Terms and Conditions below,<sup>1</sup> once signed by all parties:**

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1. This Letter Agreement shall be binding, valid and enforceable against, and shall inure to the benefit of, the Parties, and their respective subsidiaries, parent companies, predecessors, successors, heirs, assigns, officers, partners, employees, directors, representatives, agents, attorneys, principals, shareholders, debtors, creditors, and trustees. This Letter Agreement is the entire agreement of the Parties and shall not be modified except by a written agreement signed by the Parties hereto specifying that it is a modification to the Letter Agreement. The Parties agree that each Party has had the opportunity to review this Letter Agreement with counsel and to revise this Letter Agreement and that each Party fully understands and voluntarily accepts each and every term, condition, and provision contained herein and is capable of performing all obligations set forth herein. The failure of a Party to insist upon strict adherence to any

Nathan C. Benjamin, Esq.

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Very truly yours,

Rose Auslander

Acknowledged and Agreed to by:

Surfer Girl International Pty Ltd

By Name: N. S. INNIS  
Title: MANAGING DIRECTOR  
Date: 30/5/12  
Address: c/- 245 BOUVIER ST  
CARLTON 3053  
AUSIRALIA

Acknowledged and Agreed to by:

Jim Petralia

Date: 5-29-2012  
Address: 380 St. Andrews Drive  
Aptos, CA 95003

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term of this Letter Agreement on any occasion shall not be considered a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of this Letter Agreement. Any waiver must be in writing and signed by the Party making the waiver. The invalidity or unenforceability of any term or provision of this Letter Agreement in one jurisdiction shall not affect the validity or enforceability in any other jurisdiction or of any other term or provision hereof. This Letter Agreement shall be construed by and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. This Letter Agreement may be executed by fax or other electronic means and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.